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IDAHO PUBLIC
UTILITIES COMMISSION

October 31, 2007

CTC-T-07-05

Mrs. Jean Jewell
Commission Secretary
IDAHO PUBLIC UTILITIES COMMISSION
472 West Washington Street
Boise, ID 83702

RE: Interconnection Agreement between Citizens Telecommunications Company of Idaho and Verizon Wireless.

Dear Mrs. Jewell:

Citizens Telecommunications Company of Idaho ("CTC-Idaho") hereby submits for approval by the Idaho Public Utilities Commission ("Commission") the enclosed "Interconnection and Traffic Interchange Agreement for Cellular and other Two-way Mobile Radio Services" dated February 1, 2007 ("Agreement"), which provides for the interconnection of Verizon Wireless with CTC-Idaho. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252 (e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act") and the requirements of Idaho Administrative Code, 31.42.01, Rule 408.

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the commission finds that

- (1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (2) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

CTC-Idaho respectfully submits that the Agreement provides no basis for either of these findings and, thus, requests that the Commission approve the Agreement expeditiously. First, the Agreement does not discriminate against any other telecommunications carrier because CTC-Idaho has made the terms of the Agreement available to other carriers. Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the U.S. Congress and the Federal Communications Commission. The Agreement will enable The Local

Connection to provide service to, and interconnect with, a greater number of telecommunications customers in Idaho. Expeditious approval of this Agreement will facilitate immediate competition in the telecommunications market.

CTC-Idaho further requests that the Commission approve this Agreement without a hearing and without allowing the intervention of other parties. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a part of the negotiations. Expeditious approval would further the public interest.

Enclosed are an original and three copies of this filing as specified in IDAPA 31.01.01(061)(01)(c).

If you have any questions regarding this matter, please contact me at 801- 274-3127 (voice), 801-274-3227 (fax) or ingo.henningsen@czn.com (e-mail).

Sincerely,



Ingo Henningsen

Manager – Government & External Affairs

CTC-T-07-05

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
FOR CELLULAR AND OTHER TWO-WAY MOBILE RADIO SERVICES**

Between

Citizens Telecommunications Company of Idaho

and

**Verizon Wireless
for the State of Idaho**

Dated: February 1, 2007

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UTILITIES COMMISSION

TABLE OF CONTENTS

	Page
SECTION 1.	DEFINITIONS 1
SECTION 2.	INTERCONNECTION 5
SECTION 3.	USE OF FACILITIES AND SERVICES..... 9
SECTION 4.	CHARGES FOR FACILITIES AND ARRANGEMENTS..... 12
SECTION 5.	BILLING AND PAYMENT 15
SECTION 6.	ALLOWANCE FOR INTERRUPTIONS..... 16
SECTION 7.	AUDIT 17
SECTION 8.	TERM AND TERMINATION OF AGREEMENT 17
SECTION 9.	CONFIDENTIALITY AND PUBLICITY..... 18
SECTION 10.	INDEMNITY 21
SECTION 11.	INTELLECTUAL PROPERTY..... 23
SECTION 12.	WARRANTIES AND LIABILITY 23
SECTION 13.	RECORD RETENTION 24
SECTION 14.	AMENDMENTS; WAIVERS 25
SECTION 15.	NOTICES AND DEMANDS..... 25
SECTION 16.	ASSIGNMENT 26
SECTION 17.	ESCALATION DISPUTE RESOLUTION AND MEDIATION 26
SECTION 18.	GOVERNING LAW 28
SECTION 19.	EXECUTED IN COUNTERPARTS 29
SECTION 20.	HEADINGS 29
SECTION 21.	FORCE MAJEURE..... 29
SECTION 22.	REGULATORY APPROVAL..... 29
SECTION 23.	THIRD-PARTY BENEFICIARIES 30
SECTION 24.	NO JOINT VENTURE 30
SECTION 25.	REMEDIES 30
SECTION 26.	TIME OF ESSENCE..... 30
SECTION 27.	PRONOUNS 30
SECTION 28.	FURTHER ASSURANCES..... 31
SECTION 29.	ENTIRE AGREEMENT 31

TABLE OF CONTENTS
(continued)

Page

ATTACHMENT 1

SERVICE ATTACHMENT – TYPE 2B – McCALL

SERVICE ATTACHMENT – TYPE 1 – McCALL

SERVICE ATTACHMENT – TYPE 2B – HORESHORE BEND

SERVICE ATTACHMENT – INDIRECT

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
CELLULAR AND OTHER TWO-WAY MOBILE RADIO SERVICES**

THIS AGREEMENT is made this 1st day of February, 2007 by and between Citizens Telecommunications Company of Idaho ("Citizens"), and the Verizon Wireless entities listed on the signature page of this Agreement, each having an office and principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920, (collectively "Carrier"). Carrier and Citizens may also be referred to herein collectively as the "Parties" and singularly as a "Party".

WITNESSETH:

Citizens is an authorized telecommunications carrier engaged in providing two-way telecommunications service in the State of Idaho; and

Carrier is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Services provider in the State of Idaho; and

Citizens and Carrier desire to interconnect their facilities and exchange traffic for the provision of telecommunications service pursuant to 47 U.S.C. Sections 251 and 252;

In consideration of their mutual promises set forth herein, Citizens and Carrier agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Terms, phrases, and words not defined herein will be as defined in the Act or FCC regulations or construed in accordance with their customary usage in the telecommunications industry.

1.1 ACT – The Communications Act of 1934, 47 U.S.C. § 151 et seq., as from time to time amended (including without limitation the Telecommunications Act of 1996), and as further interpreted from time to time in the duly authorized regulations and orders of the FCC.

1.2 ACCESS TANDEM – Citizens's switching systems and associated facilities that provide a concentration and distribution function for Traffic originating from or terminating to one or more End Offices.

1.3 AFFILIATE – Has the meaning set forth in the Act.

1.4 ANSWER SUPERVISION – An off-hook supervisory signal of at least two seconds in duration sent by Carrier to Citizens's serving End Office on all completed calls after address signaling has been completed, or an off-hook signal of at least two seconds in duration sent by Citizens to Carrier's MSO (hereinafter defined) on all completed calls after address signaling has been completed.

- 1.5 AUTOMATIC NUMBER IDENTIFICATION (“ANI”) – A signaling parameter which provides reference to the number transmitted through a network identifying the billing number of the calling station.
- 1.6 AUTHORIZED SERVICES – Those telecommunications which Carrier or Citizens now or hereafter provides to its respective end user subscribers on an interconnected basis.
- 1.7 CALL RECORDING – The process of retaining detailed information about a call, such as date and time placed, originating and terminating NXX Code, and Conversation Time. It does not mean recording or listening to the content of the calls.
- 1.8 CARRIER’S SYSTEM – The communications network of Carrier used to furnish CMRS.
- 1.9 CENTRAL OFFICE PREFIX (NXX Code) – The first three digits of the seven-digit directory number and associated block of 10,000 numbers for use in accordance with the North American Numbering Plan.
- 1.10 CITIZENS’S SYSTEM – The communications network of Citizens used to furnish local exchange service.
- 1.11 COMMERCIAL MOBILE RADIO SERVICES (“CMRS”) – Has the meaning given such term in the Act and 47 C.F.R. § 20.3, except for paging service.
- 1.12 COMMISSION – The Public Utilities Commission for the State of Idaho.
- 1.13 COMMON CHANNEL SIGNALING (“CCS”) – A method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public switched telephone network facilities that carry the actual voice or data content of the call. The CCS protocol to be used by the Parties shall be Signaling System 7 (SS7).
- 1.14 CONNECTING FACILITIES – The facility, circuit, equipment, and associated service arrangements used to connect Carrier’s System and Citizens’s System for the purpose of interchanging Traffic under this Agreement.
- 1.15 CONVERSATION TIME – The time in full second increments that both Parties’ equipment is used for a call measured from the receipt of Answer Supervision to Disconnect Supervision.
- 1.16 DIGITAL SIGNAL LEVEL (DS0) – A basic digital signaling rate of 64 kbps in the time division multiplexing hierarchy corresponding to the capacity of one voice frequency-equivalent channel.
- 1.17 DIGITAL SIGNAL LEVEL 1 (DS1) – The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 1.18 DIGITAL SIGNAL LEVEL 3 (DS3) – The 44.736 Mbps third-level in the time-division multiplex hierarchy.

- 1.19 DISCONNECT SUPERVISION – An on-hook supervisory signal sent by Carrier to Citizens's Access Tandem or serving End Office at the completion of a call or an on-hook supervisory signal sent by Citizens to Carrier's MSO at the completion of the call.
- 1.20 END OFFICE – A Citizens switching facility at which customer telephone loops are terminated for purposes of interconnection to each other and to the Citizens's System.
- 1.21 FCC – The Federal Communications Commission.
- 1.22 FIRST REPORT AND ORDER – The FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Aug. 8, 1996).
- 1.23 INTERNET TRAFFIC – Any information service traffic as defined in the Act and the FCC's Order on Remand and Report and Order, FCC-01-131, CC Docket Nos. 96-98 and 99-68, and includes Traffic that is transmitted to or returned from an Internet service provider at any point during the duration of the transmission.
- 1.24 LAND-TO-MOBILE DIRECTION – Calls from landline customers to Carrier's System. Also referred to as Land-To-Mobile.
- 1.25 LOCAL TRAFFIC -- means traffic exchanged between Citizens and Carrier within a local calling area (1) The applicable Major Trading Area ("MTA") will be used to define the local calling area for all telecommunications traffic originated on the system of Carrier and interchanged with Citizens for delivery in Citizens' exchange areas in the same MTA. (2) Citizens' local calling areas, as defined by Citizens tariffs, will be used to define the local calling area for all telecommunications traffic originated on the system of Citizens and interchanged with Carrier. These definitions of "local calling area" will not be deemed to affect the right of either Party to bill its own end-users its own charges for any such call.
- 1.26 MAJOR TRADING AREA -- The Major Trading Area ("MTA") is defined as the local calling scope for interconnection and is based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39, with the exceptions contained in Section 24.202(a) of the Rules of the Federal Communications Commission.
- 1.27 MOBILE SWITCHING OFFICE (MSO) – Carrier's facilities and related equipment used to originate, route, transport, switch, and terminate calls interchanged between Carrier's subscriber and the public switched telephone network.
- 1.28 MOBILE-TO-LAND DIRECTION – Calls from Carrier's System to landline customers. Also referred to as Mobile-To-Land.
- 1.29 NON-LOCAL TRAFFIC – means traffic that is other than Local Traffic. The completion of Non-Local calls will be based on the location of Carrier's subscribers and Citizens's landline end users as defined in the FCC's First Report and Order 96-325, ¶ 1043, for which access charges shall be applicable.

1.30 POINT OF INTERCONNECTION (POI) – Means the mutually agreed upon point of demarcation or any technically feasible point on Citizens’s System at which the Parties’ systems meet for the purpose of establishing interconnection and exchanging Traffic.

1.31 SERVICE AREA – The geographic area(s) described in Attachment(s) in which Carrier is authorized by the FCC to provide CMRS services and which is covered by this Agreement.

1.32 SPECIAL CONSTRUCTION – Refers to special billing arrangements which are required when (a) the facilities suitable to Carrier are not available to meet an order for service; (b) Citizens incurs added cost to construct the facilities; and (c) one or more of the following conditions exists:

- (i) Citizens has no other requirements for the facilities constructed;
- (ii) Carrier requests that Carrier provide the service using a type of facility, or via a route, other than that which Citizens would normally utilize in furnishing that service;
- (iii) Carrier requests more facilities than would normally be required to satisfy an order; or
- (iv) Carrier requests that Citizens expedite construction resulting in added costs to Citizens.

1.33 TERMINATION OR TERMINATE – The switching of Traffic at the terminating carrier’s End-Office switch or functionally equivalent facility, and the delivery of such Traffic to the called party.

1.34 TRAFFIC – All Local Traffic and Non-Local Traffic that originates on one Party’s system and terminates on the other Party’s system.

1.35 TRANSIT SERVICE – The provision of Transport facilities by Citizens for Transit Traffic.

1.36 TRANSIT TRAFFIC – Traffic that originates from one telecommunications carrier’s network, transits Citizens’s Access Tandem substantially unchanged, and terminates to yet another telecommunications carrier’s network other than Citizens.

1.37 TRANSPORT – The transmission and any necessary Tandem switching by a Party of Traffic from the POI to the terminating carrier’s End-Office switch, or functionally equivalent facility, that directly serves the called party.

1.38 TYPE 1 INTERCONNECTION – The connection between Carrier’s System and a Citizens’s End Office that provides a trunk-side connection with line treatment (except for a 2-wire analog channel, which is available as a line-side connection). Type 1 interconnections provide the same access that is available to Citizens end-users, *e.g.*, access to Citizens’s directory assistance, operator services, 911/E-911, intra- and interLATA calling, Service Area Codes (*e.g.*,

800, 900), interexchange carrier codes (*e.g.*, 950, 10XXX), and international calling. All Type 1 services will have blocks of telephone numbers assigned to Carrier from an NXX Code assigned to the Citizens's switch, which is the dial tone End Office of the Carrier's MSO. All numbers are assigned and administered by Citizens. Carrier will perform subadministration by assigning specific numbers to individual subscribers. Reservation and implementation of numbers will be reserved in blocks of one hundred (100). Type 1 Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

1.39 TYPE 2A INTERCONNECTION – The connection between Carrier's System and a Citizens Access Tandem. Type 2A Interconnection provides connectivity to all Citizens End Offices subtending the Access Tandem. Type 2A Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

1.40 TYPE 2B INTERCONNECTION – A direct, two-way trunk group between Carrier's MSO and a Citizens End-Office, with overflow Traffic routed over an associated Type 2A Interconnection to a Citizens Access Tandem if available and applicable or a third party tandem for delivery of Traffic on an indirect basis. If traffic overflows, Carrier agrees to augment facilities within a reasonable timeframe. Type 2B service can also provide routing of Carrier-originated Traffic to Feature Group A trunks or Type 1 Interconnection numbers residing within the Citizens End Office switch. Type 2B Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

SECTION 2. INTERCONNECTION

2.1 Citizens will provide to Carrier, upon request, those Connecting Facilities and service arrangements described herein and in the Attachment(s) hereto to establish the physical interconnection and interchange of Traffic at a POI as provided for herein, and such other facilities Carrier may require and request for operation of Carrier's System. Citizens shall perform its obligations hereunder at performance levels at least equal to those provided to itself and its Affiliates as required under the Act. Citizens shall not discontinue any Connecting Facilities or service arrangements provided or required hereunder without providing Carrier at least thirty (30) days' prior written notice, or as otherwise required by law, of such discontinuation. Citizens agrees to cooperate with Carrier in any transition resulting from such discontinuation of Connecting Facilities or service arrangements and to minimize the impact to customers which may result from such discontinuance.

2.2 All interchanged Traffic directly exchanged between the Parties will be handled only over Connecting Facilities as described herein. The type of interconnections available under this Agreement are designated as Type 1, Type 2A, and Type 2B Interconnections as defined in Section 1. Citizens will provide interconnection and services in a nondiscriminatory fashion, at any technically feasible point within the Citizens's System at Carrier's request, and such interconnection and services will contain all the same features, functions, and capabilities, and be at least equal in quality to those provided by Citizens to itself or its Affiliates. All interchanged Traffic indirectly exchanged between the Parties which uses the facilities of a third-party carrier shall be subject to reciprocal compensation in accordance with the provisions of Section 4.1.

2.3 Carrier may request activation/addition of new locations for Connecting Facilities under the terms and conditions of this Agreement at any time during the term by submitting a request for interconnection to Citizens's Interconnection organization set forth on Attachment I. Citizens will provide an amended Service Attachment(s) to reflect activation or addition of new locations. The Service Attachment(s) will be affixed to this Agreement, and thereby being made a wholly part and subject to this Agreement. To the extent that any of the Service Attachment(s) may be inconsistent with or in conflict with this Agreement, the Agreement will prevail.

2.4 Signaling Systems and Administration

2.4.1 Where Citizens has deployed SS7 signaling, the Parties will interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network including User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the interconnection of their networks. For glare resolution, Citizens will have priority on odd trunk group member circuit identification codes, and Carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

2.4.2 A Party may use the SS7 technical arrangements to provide the other Party with all electronic signaling data necessary to bill terminating Traffic, including but not limited to ANI.

2.4.3 Neither Party shall assess any rate or charge on the other Party for the exchange of SS7 signaling messages.

2.5 Priority of Agreement

2.5.1 The terms and conditions of this Agreement (including, but not limited to the Attachments) will prevail over and supersede any other conflicting rates, terms, and conditions contained on Carrier's purchase order for Connecting Facilities provided under this Agreement.

2.6 At Carrier's request, Citizens and Carrier will physically interconnect their facilities at a Citizens's Access Tandem or End Office or another mutually agreed to POI, and interchange Traffic originating and/or terminating on Carrier's System in connection with Carrier's Authorized Services; such interconnection will be in accordance with the service, operating, and facility arrangements set forth hereinafter.

2.7 Sizing and Structure of Interconnection Facilities

2.7.1 The Parties will mutually agree on the appropriate sizing for Connecting Facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutually agreed upon forecasts and generally accepted engineering practices.

2.7.2 The electrical interface at POIs will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Citizens will provide any DS3 multiplexing required for DS1 facilities or trunking at its end and Carrier will provide any DS3 multiplexing required for DS1 facilities or trunking at its end.

2.7.3 Citizens and Carrier will engineer all Traffic Exchange Trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

2.7.4 Trunking arrangements shall be established as follows:

2.7.4.1. Separate trunk groups for the exchange of Local Traffic.

2.7.4.2. Separate trunk groups at an Access Tandem to be used solely for the transmission and routing of traffic to enable interexchange carriers to originate and terminate traffic from or to Carrier.

2.7.4.3 Separate trunk groups at an Access Tandem to be used solely for the transmission and routing of Transit Traffic.

2.7.4.4. Where applicable, separate trunks connecting Carrier's MSO to Citizens's E911 routers. If Carrier purchases such services from Citizens, they will be provided pursuant to Citizens's applicable tariff(s) or other terms and conditions mutually agreed upon by the Parties.

2.7.5 Where Citizens owns a Tandem, Carrier will establish a direct trunk group between the Parties' respective switches, including meet point billing arrangements.

2.7.6 Where Citizens is not the Tandem owner, the following criteria will be used. Based on forecasted or actual traffic at Carrier's busy hour in centum call seconds (CCS), where there is a DS1 worth of traffic (656 CCS) between Carrier's POI and a Citizens's end office, Carrier will order a direct trunk group between the Parties' respective switches, including meet point billing arrangements.

2.8 Where additional equipment is required for Connecting Facilities to accommodate projected demand, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Carrier, its Affiliates or Citizens's internal customer demand.

2.9 Where technically feasible, prior to routing any of its originated traffic over the direct interconnection facilities, each Party will ensure that local number portability ("LNP") database queries are performed on its originated traffic where the dialed NPA-NXX belongs to the other Party. Each Party will only route traffic over the direct interconnection facilities to the extent the local routing number ("LRN") returned from such queries belongs to the other Party. To the extent LNP queries are not performed on a Party's originated traffic where the dialed NPA-NXX belongs to the other Party, and the end office does not subtend a Frontier tandem, such traffic will be routed indirectly via a Third Party Tandem Provider. Where only one Party is

performing LNP database queries, that Party may elect to establish and install one-way interconnection facilities.

2.10 Trunk Forecasting

2.10.1 The Parties shall mutually develop joint forecasts for Traffic utilization over interconnection trunk groups covered in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment become available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request; but not more than two times in a consecutive twelve-month period. Forecasts shall be for a minimum of three (3) (current and plus-1 and plus-2) years.

2.10.2 Each Party shall use reasonable efforts to provide the other with a description of major network projects anticipated for the following six (6) months that the Party reasonably knows in advance will materially affect the other Party and cause a significant increase or decrease in trunking demand for the following forecasting period.

2.11 Grade of Service

2.11.1 Each Party will provision its own network Connecting Facilities covered by this Agreement to P.01 grade of service.

2.11.2 The characteristics and methods of operation of any Connecting Facilities of one Party connected with the services, facilities, or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its Affiliates, or the other Party's connecting and concurring carrier, cause damage to the other Party's plant or equipment or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

2.11.3 The Parties will work cooperatively in a commercially reasonable manner to each install and maintain a reliable system. Citizens and Carrier will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent Traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

2.12 Provisioning. Carrier will utilize Citizens's account management and provisioning teams available to it through the Citizens's Carrier Service Center ("CSC"). All orders will be processed by the provisioning personnel in the CSC.

2.13 Access to Poles, Ducts, Conduits and Rights-of-Way

2.13.1 Citizens will provide to Carrier access to any facilities in, on, under, or above the public and/or private rights-of-way, including, without limitation, access to poles, ducts, conduits in, on, above, or under public and private rights-of-way, and property to the rights-of-way themselves, on terms and conditions that are consistent with the Act and that are no less favorable than the rates, terms, and conditions available to itself, its Affiliates, or any other provider of telecommunications services.

2.13.2 Citizens shall make all efforts required by the Act to provide Carrier access to Citizens's poles, ducts, conduits, and right-of-way and shall allocate access to poles, ducts, conduits, and rights-of-way on a competitively neutral first-come, first-served basis, without discriminatory reservation.

SECTION 3. USE OF FACILITIES AND SERVICES

3.1 The Connecting Facilities will be used only for the handling of interchanged Traffic originating or terminating on Carrier's System or Citizens's System in connection with a Party's Authorized Services. This Agreement is applicable only to the exchange of Local and Non-Local Traffic between Citizens and Carrier. Citizens will not be responsible for interconnections or contracts relating to Carrier's interconnection with any other LEC.

3.1.1 The types of interconnection available under this Agreement will permit the routing and exchange of Mobile-To-Land and Land-To-Mobile Traffic which originates or terminates within the local calling areas of Citizens's End Offices, including any applicable extended area service calling area as specified in Citizens's then current local service tariff, unless the other carrier(s) to an extended area service arrangement submit an objection or restrict the routing and exchange of Traffic over the existing extended area service arrangement. In the event of an objection or other restriction relating to the routing and exchange of extended area service Traffic, Citizens and Carrier will work together with the objecting carrier to resolve any legal, technical, or financial issues relating to the routing and exchange of such Traffic to or from an extended area service calling area. During the interim, Carrier agrees to compensate Citizens for all necessary incremental charges associated with rerouting Traffic or other alternative arrangements as directed by Carrier or any applicable regulatory authority. Citizens shall not be obligated to reroute such Traffic until directed by Carrier or any applicable regulatory authority, and Citizens shall have no responsibility for delivering Traffic to a POI located at any point outside of a Citizens's local exchange area or beyond the boundary.

3.2 Connecting Facilities provided pursuant to this Agreement will not be used, switched, or otherwise connected together by Carrier for the provision of through calling from a landline telephone to another landline telephone, except when Carrier's end-user "call forwards" to a landline telephone.

3.3 Connecting Facilities provided by either Party will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

3.4 Where Citizens and Carrier interconnect for the exchange of Traffic, there will be a POI for the interconnection facility. Carrier can construct its own Connecting Facilities used to route

calls to and from the POI, it can purchase or lease from a third party the Connecting Facilities, or it may purchase or lease any available Connecting Facilities from Citizens. Where Citizens is required to build such facilities pursuant to an applicable Citizens's tariff, Special Construction charges shall apply in accordance with the applicable Citizens tariff or as may be mutually agreed to by the Parties. A Mid-Span Meet is a negotiated POI for the interconnection of Connecting Facilities between one Citizens Access Tandem or End Office Switch and a Carrier MSO or POI. The Parties will negotiate in good faith to determine the actual physical point of connection and facilities for Mid-Span Meet Connecting Facilities. Each Party is responsible for funding and providing its own facilities up to the Mid-Span Meet POI. Each Party shall be responsible for providing its own or leased interconnection facilities to route calls to and from the POI.

3.5 When Carrier orders a Type 1 Interconnection, Carrier will be provided telephone numbers in initial and incremental blocks of one hundred at no charge from Citizens, except any administrative fees that are permitted under applicable state law. In order to reserve specific numbers, Carrier will furnish to Citizens its number requirements for planning purposes. Within the number blocks assigned, the assignment and use of such numbers by Carrier for its subscribers for its Authorized Services will be the responsibility of Carrier subject to applicable law. Reserved number blocks will be reserved for a maximum of six (6) months from the request, and will be returned to general availability at such time consistent with any relinquishment and conservation guidelines that Citizens applies to itself, to Affiliates and other providers of telecommunications services. Carrier will provide periodic forecasts of number and facility requirements upon reasonable request by Citizens (maximum of two (2) times per year). The forecast will be updated annually or as mutually agreed.

3.5.1 Any other provision of this Agreement notwithstanding, Citizens will recognize, deliver Traffic to, accept Traffic from, and otherwise honor the validity of any NXX assigned to Carrier by a third party in accordance with 47 U.S.C. § 251(e) (or applicable FCC or state number administration rules).

3.6 Network Harm

3.6.1 A Party will not use any service or facilities related to or provided in this Agreement in any manner that interferes with third parties in the use of the other Party's service, prevents third parties from using the other Party's service, impairs the quality of service to other carriers or to the other Party's customers; causes electrical hazards to the other Party's personnel, damage to the other Party's equipment or malfunction of the other Party's billing equipment (individually and collectively, "Network Harm"). If a Party ("Impaired Party") reasonably determines that the services, System, Connecting Facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's System or Connecting Facilities, the Impaired Party may interrupt or suspend any service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

(a) Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten

(10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and

(b) Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended service.

3.7 Citizens and Carrier each may make reasonable tests and inspections of its Connecting Facilities as may be necessary to ensure that the interconnections provided for herein are and remain in good operating condition and conform to the requirements of this Agreement. Each Party may, upon written notice and coordination with the other, temporarily interrupt the Connecting Facilities being tested or inspected, so long as impairment or restriction of the operation of Connecting Facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance with this Section 3.

3.8 Each Party shall be solely responsible, at its own expense, for the overall design of its Connecting Facilities, services and for any redesigning or rearrangement of its services which may be required because of changes in minimum network protection criteria, or operating or maintenance characteristics of the Connecting Facilities.

3.9 Mobile subscribers of Carrier will be instructed to report all cases of trouble to Carrier. In order to facilitate trouble reporting and to coordinate the repair of service provided to Carrier by Citizens under this Agreement, Citizens's Network Operations Center (NOC) will provide 24-hour trouble reporting for Carrier.

3.9.1 Where new Connecting Facilities are installed, Citizens, via the NOC, will ensure that continuity has been established and that appropriate transmission measurements have been made before advising Carrier that the new circuit is ready for service.

3.9.2 Citizens will furnish a trouble reporting telephone number for the designated NOC, which number will be answered twenty-four hours per day, seven days per week. See Attachment 1. This number will give Carrier access to the location where its facility records are normally located and where current status reports on any trouble reports are readily available. This location shall be staffed and have the authority to initiate corrective action.

3.9.3 Citizens and Carrier will cooperate in isolating the trouble. Before either Party reports a trouble condition that it believes is caused by the Connecting Facilities of the other, that Party must first use commercially reasonable efforts to isolate the trouble condition to the other Party's Connecting Facilities, service and arrangements.

3.9.4 In cases where a trouble condition adversely affects Carrier's service, Citizens will give Carrier the same priority extended to itself, its Affiliates, or other telecommunications carriers.

3.10 Maintenance. Citizens shall provide repair, maintenance, testing, and surveillance for all Connecting Facilities and services that it provides under this Agreement. Citizens shall also

